

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**By-law 2011-57**

**A By-law to authorize the signing of an agreement.**

**WHEREAS** the Committee of Adjustment for the Town of Amherstburg granted severance application B/3/11 and B/4/11 on the 22<sup>nd</sup> day of February, 2011, subject to conditions;

**AND WHEREAS** the subject property owned by Patricia Lucier, is described as Lots 18 to 21, Plan 1399 and Parts 1 to 4 on Plan 12R24647, in the Town of Amherstburg;

**AND WHEREAS** Patricia Lucier applied to the Committee of Adjustment to sever the subject property for purposes of lot additions;

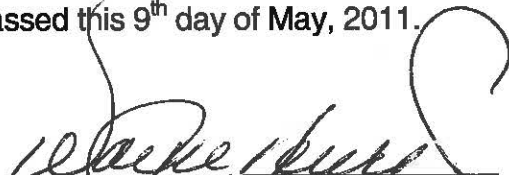
**AND WHEREAS** one of the conditions of decision of the Committee of Adjustment is that both the severed and retained parcel will be under common ownership with the adjacent lots and merge with those respective properties;


**AND WHEREAS** the Council of the Town of Amherstburg and Owner of the said property have agreed to the terms and conditions of the Agreement in the form annexed hereto;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be and they are hereby authorized to execute the original and copies of the Agreement in the form annexed hereto and affix the Corporate Seal thereto.
2. This By-law shall come into force and effect upon the date of final passage hereof.

Read a first, second and third time and finally passed this 9<sup>th</sup> day of May, 2011.

  
\_\_\_\_\_  
Mayor- Wayne Hurst

  
\_\_\_\_\_  
Clerk- Brenda M. Percy

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; margin: 0;">R1551527</p> <p style="font-weight: bold; margin: 0;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT</p> <p style="font-weight: bold; margin: 0;">ESSEX (12) WINDSOR</p> <p style="font-size: 1.5em; margin: 0;">MAY 13 2011 16:09</p> <div style="text-align: center; margin: 10px 0;"> </div> <p style="font-weight: bold; margin: 0;">LAND REGISTRAR/REGISTRATEUR</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>
	<p>(3) Property Identifier(s) Block 01546 Property 0420 (R)</p>	<p>Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document <b>AGREEMENT</b></p>	
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>	
	<p>(6) Description</p> <p><b>Lot Numbers 18, 19, 20 and 21, according to Registered Plan Number 1399 and those Parts of the Canal, according to Registered Plan Number 1399, now designated as Parts 1, 2, 3 and 4 on Plan 12R-24647, in the Town of Amherstburg, in the County of Essex and Province of Ontario</b></p>	
	<p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>
<p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>		

(8) This Document provides as follows:

See Schedule Attached.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
LUCIER, Patricia	 Jeffrey A. Baker	2011 05 13
LUCIER, Lawrence (Registered Owners) by their Solicitor, JEFFREY A. BAKER		

(11) Address for Service **7865 Howard Avenue, McGregor, Ontario N0R 1J0**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF AMHERSTBURG		

(13) Address for Service **271 Sandwich Street South, Amherstburg, Ontario N9V 2A5**

<p>(14) Municipal Address of Property</p> <p style="font-weight: bold;">Vacant Lands</p>	<p>(15) Document Prepared by:</p> <p><b>JEFFREY A. BAKER/JANICE O. BUSCH BAKER BUSCH BARRISTERS &amp; SOLICITORS 41 Sandwich Street South Amherstburg, Ontario N9V 1Z5 (519) 736-2154</b></p>	<p style="font-size: small; writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="font-size: small;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="font-size: small;">Registration Fee</td> <td style="text-align: center;">60</td> </tr> <tr> <td style="font-size: small;">Total</td> <td style="text-align: center;">60</td> </tr> </tbody> </table>	Fees and Tax		Registration Fee	60	Total	60
Fees and Tax								
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**PROPERTY TRANSFER RESTRICTION AGREEMENT**

B E T W E E N:

**PATRICIA LUCIER**  
of the Town of Amherstburg, in the County  
of Essex and Province of Ontario

Hereinafter called the "Owner"  
OF THE FIRST PART

-and-

**LAWRENCE LUCIER**  
of the Town of Amherstburg, in the County  
of Essex and Province of Ontario

Hereinafter called the "Transferee"  
OF THE SECOND PART

-and-

**THE CORPORATION OF THE TOWN OF AMHERSTBURG,**  
a Municipal Corporation

Hereinafter called the "Municipality"  
OF THE SECOND PART

**WHEREAS** the Owner is the registered owner Lots 19 and 21, Registered Plan 1399 and those parts of the Canal, Registered Plan 1399, in the Town of Amherstburg, in the County of Essex, now designated as Parts 1, 2, 3 and 4, Plan 12R-24647;

**AND WHEREAS** the Transferee is the registered owner of Lots 18 and 20, Registered Plan 1399, in the Town of Amherstburg, in the County of Essex;

**AND WHEREAS** the Owner applied to sever Parts 2 and 4, Plan 12R-24647 from Parts 1 and 3, Plan 12R-24647 for the purpose of conveying said Part 4 to the Transferee as owner of Lot 18, Registered Plan 1399 and consolidating the said Part 4 and Lot 18, and for the purpose of conveying said Part 2 to the Transferee as owner of Lot 20, Registered Plan 1399 and consolidating the said Part 2 and Lot 20, and consents for such severances were granted upon the condition that both the severed and retained parcels will be under common ownership with the adjacent lots and merge with those respective properties;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the granting of the consents for the severance of Parts 2 and 4, Plan 12R-24647 as aforesaid and the mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. The Owner covenants and agrees that no transfer shall be made and no charge be created with respect to either of that part of the Canal, Registered Plan 1399 designated as Part 1, Plan 12R-24647 and Lot 21, Registered Plan 1399 unless such transfer or charge includes both the said Part 1 and Lot 21, such that they remain in common ownership.
2. The Owner and Transferee covenant and agree that no transfer shall be made and no charge be created with respect to either of that part of the Canal, Registered Plan 1399 designated as Part 2, Plan 12R-24647 and Lot 20, Registered Plan 1399 unless such transfer or charge includes both the said Part 2 and Lot 20, such that they remain in common ownership, other than transfer of said Part 2 to the Transferee as owner of Lot 20 in exercise of the aforesaid severance.
3. The Owner covenants and agrees that no transfer shall be made and no charge be created with respect to either of that part of the Canal, Registered Plan 1399 designated as Part 3, Plan 12R-24647 and Lot 19, Registered Plan 1399 unless such transfer or charge includes both the said Part 3 and Lot 19, such that they remain in common ownership.

4. The Owner and Transferee covenant and agree that no transfer shall be made and no charge be created with respect to either of that part of the Canal, Registered Plan 1399 designated as Part 4, Plan 12R-24647 and Lot 18, Registered Plan 1399 unless such transfer or charge includes both the said Part 4 and Lot 18, such that they remain in common ownership, other than transfer of said Part 4 to the Transferee as owner of Lot 18 in exercise of the aforesaid severance.
5. The Owner and Transferee shall cause this Agreement to be registered on title to Lots 18, 19, 20 and 21, Registered Plan 1399 and those parts of the Canal, Registered Plan 1399, Town of Amherstburg, County of Essex, now designated as Parts 1, 2, 3 and 4, Plan 12R-24647.
6. This Agreement shall be binding upon, and enure to the benefit of the Owner and her successors in title to Lots 19 and 21, Registered Plan 1399 and those parts of the Canal, Registered Plan 1399, in the Town of Amherstburg, in the County of Essex, now designated as Parts 1, 2, 3 and 4, Plan 12R-24647.
7. This Agreement shall be binding upon, and enure to the benefit of the Transferee and his successors in title to Lots 18 and 20, Registered Plan 1399.
8. This Agreement shall be binding upon, and enure to the benefit of the Municipality and its successors and assigns.
9. The Parties hereto covenant and agree to execute such further assurances as may reasonably be required to give effect to the terms and intent of this Agreement.

DATED this 5<sup>th</sup> day of April, 2011

  
PATRICIA LUCIER

  
LAWRENCE LUCIER

DATED this 9<sup>th</sup> day of <sup>MAY</sup> ~~April~~, 2011

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Per:   
Wayne Hurst, Mayor

Per:   
Brenda Percy, Clerk

We have authority to bind the Corporation